


This instrument prepared out of state by:

David F. Webber
Singleton Cooksey LLP
Attorneys at Law
6363 Woodway, Suite 610
Houston, Texas 77057
713-532-6200


David F. Webber

After recording return to:

Index: Southwest 1/4 of Section 15, Township 2 South, Range 7 West
Legal Description Attached As Exhibit "A"

Site: Pleasant Hill MEM097
BU#: 812861

GENERAL WARRANTY DEED OF EASEMENT

THE STATE OF MISSISSIPPI §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF DESOTO §

THAT, **Dudley B. Bridgforth and wife, Donna Kay Bridgforth** (hereinafter called "**Grantor**"), residents of Shelby County, Tennessee 3695 S. Galloway Drive, Memphis, Tennessee 38111, and whose phone number is (901) 458-1224, for the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and other good and valuable consideration to it paid by **Tower Ventures REIT, Inc.**, a Maryland corporation (hereinafter called "**Grantee**") whose address is 4091 Viscount Avenue, Memphis, TN 38118 and whose phone number is 901-794-9494, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does hereby

Pleasantville BU#812861

1

Stewart Title 3d

8

GRANT, BARGAIN, SELL and CONVEY unto Grantee the following (the "Property"):

1. all of that certain exclusive perpetual easement reserved by Grantor in that certain Warranty Deed ("Deed") dated December 10, 2008 and recorded in the Clerk's Office of De Soto County, Mississippi on December 17, 2008, in Deed Book 599, Page 449 over that certain tract or parcel of land located in De Soto County, Mississippi described in the Deed and more specifically described in Exhibit A attached hereto and incorporated herein; and
2. all of Grantor's interest, if any, in any improvements, rights, privileges and appurtenances to the foregoing; and
3. all of Grantor's right, title and interest in that certain Option and Lease Agreement dated December 20, 1994 by and between Grantor, as lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company (the successor by December 31, 2004 merger with BellSouth Mobility, LLC); and
4. all of Grantor's right, title and interest now held or later acquired in that certain Access, Use and Utility Easement Agreement and Option to Lease Property by and between Grantor, DeSoto County School Board as Trustee for the DeSoto County School District, and New Cingular Wireless PCS, LLC, a Delaware limited liability company (the successor by December 31, 2004 merger with BellSouth Mobility, LLC) over a parcel of land more specifically described in Exhibit B and shown on Exhibit C, both of which are attached hereto and incorporated herein.

This conveyance is made and accepted subject to the exceptions set forth on Exhibit D attached hereto and incorporated herein by this reference (such exceptions being herein collectively referred to as the "Permitted Exceptions"), to the extent the Permitted Exceptions are validly existing and are applicable to the Property as of the date hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject only to the Permitted Exceptions; and Grantor does hereby bind herself and her heirs and personal representatives to WARRANT and FOREVER DEFEND all and singular the Property, subject only to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this General Warranty Deed of Easement is executed on the date set forth in the acknowledgment below, but to be effective as of the 9th day of September, 2009.

GRANTOR:

Dudley B. Bridgforth
Dudley B. Bridgforth

Donna Kay Bridgforth
Donna Kay Bridgforth

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of September, 2009, within my jurisdiction, the within named Dudley B. Bridgforth and wife, Donna Kay Bridgforth, who acknowledged that they executed the above and foregoing instrument.

Janet R. O'Daniel
NOTARY PUBLIC

My Commission Expires: 4/27/2011



EXHIBIT "A"
DESCRIPTION OF LAND

A 70' x 108' parcel of land within the following described land situated in the Southwest $\frac{1}{4}$ of Section 15, Township 2 South, Range 7 West, DeSoto County, Mississippi, conveyed to Dudley B. Bridgforth, Jr., in Deed Book 224, Page 726 in the Chancery Clerk's office of DeSoto County, Mississippi more specifically described below. Which 70' x 108' parcel's westerly border runs along the then existing East right-of-way line of Getwell Road being part of the following described parcel conveyed to the DeSoto County School Board as Trustee for the DeSoto County School District by Deed recorded in Deed Book 599 Page 449 in the Office of the Chancery Clerk of DeSoto County, Mississippi as follows:

A 10.146 ACRE TRACT OF LAND LOCATED IN THE Southwest Quarter of Section 15, Township 2 South, Range 7 West, DeSoto County, Mississippi:

Commencing at the Northwest corner of the Southwest quarter of the Southwest Quarter of Section 15, Township 2 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 42 minutes 23 seconds West a distance of 40 feet to a point in the East right of way of Getwell Road and the point of beginning of the following tract of land; thence North 00 degrees 21 minutes 52 seconds East along East right of way of Getwell Road a distance of 326.48 feet to an iron pin set; thence leaving right of way of Getwell Road South 89 degrees 42 minutes 23 seconds East a distance of 1353.8 feet to an iron pin set; thence South 00 degrees 21 minutes 52 seconds West a distance of 326.48 feet to an iron pin set; thence North 89 degrees 42 minutes 23 seconds West a distance of 1353.8 feet to a point in the East right of way of Getwell Road and the point of beginning containing 10.146 acres more or less. All bearings are determined from GPS observation.

EXHIBIT B**LEGAL DESCRIPTION - ACCESS EASEMENT**

A PARCEL OF LAND FOR INGRESS AND EGRESS SITUATED IN THE NW ¼ OF THE SW ¼ OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

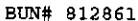
COMMENCE AT THE SW CORNER OF SAID NW ¼ OF SW ¼, SAID POINT BEING IN THE CENTER OF GETWELL ROAD; THENCE RUN SOUTH 89°56'05" EAST ALONG THE SOUTH LINE OF SAID ¼ -¼ A DISTANCE OF 53.00 FEET TO THE EAST R/W LINE OF SAID GETWELL ROAD; THENCE RUN NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 55.00 FEET; THENCE RUN SOUTH 89°51'00" EAST A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 00°09'00" WEST ALONG A LINE THAT IS PARALLEL TO SAID EAST R/W LINE OF GETWELL ROAD A DISTANCE OF 54.96 FEET; THENCE RUN NORTH 89°56'05" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,375 SQUARE FEET (0.03 ACRES) MORE OR LESS.

EXHIBIT C

SURVEY DRAWING

Pleasant Hill MEM097
BU#812861



**EXHIBIT D
PERMITTED EXCEPTIONS**

1.

Memorandum of Option and Lease Agreement by and between Dudley B. Bridgforth, Lessor, and Bell South Mobility, Inc., a Georgia Corporation, Tenant, dated December 20, 1994, filed August 15, 1995 at 11:20 A.M., recorded in Book 69 at Page 441. Copy Attached.

Memorandum of Option and Lease Agreement re-filed on January 30, 1996 at 4:40 P.M., in Book 70 at Page 562. Copy Attached.

2.

Site Designation Supplement and Memorandum of Sublease by and between BellSouth Mobility, Inc., a Georgia corporation, and Crown Castle South, Inc., a Delaware corporation, dated August 01, 1999, filed August 14, 2000 at 3:37 P.M., recorded in Book 86 at Page 336. Copy Attached.

3.

Memorandum of Agreement by and between Crown Castle South, LLC, a Delaware limited liability company, Licensor, and Cellular South Real Estate, Inc., a Mississippi Corporation, Licensee, dated October 01, 2002, filed November 07, 2002 at 1:16 P.M., recorded in Book 96 at Page 492. Copy Attached.

4.

Memorandum of License by and between Crown Castle South, Inc., Licensor, and TeleCorp Realty L.L.C., Licensee, dated March 02, 2001, filed March 30, 2001 at 3:58 P.M., recorded in Book 89 at Page 119. Copy Attached.

5.

Right of Way to Mississippi Power & Light Company recorded in Book 288 at Page 488. Copy Attached.

6.

Right of way to Mississippi Power & Light Company recorded in Book 296 at Page 415. Copy Attached.

7.

Road Right of way Deed to DeSoto County recorded in Book 207 at Page 642. Copy Attached.

[End of Document]